

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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In re GRAÑA Y MONTERO S.A.A. SECURITIES LITIGATION	:	Civil Action No. 2:17-cv-01105-LDH-ST
	:	
	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	SECOND AMENDMENT TO
	:	STIPULATION AND AGREEMENT OF
ALL ACTIONS.	:	SETTLEMENT
	:	
		X

This Second Amendment to the Stipulation and Agreement of Settlement dated July 2, 2020 (the “Stipulation”), as amended by the First Amendment to the Stipulation and Agreement of Settlement dated June 30, 2021 (the “First Amendment”), dated as of October 1, 2021 (the “Second Amendment”) is made and entered into by and among: (i) Lead Plaintiff Treasure Finance Holding Corp. and plaintiff Marcia Goldberg (“Plaintiffs”) (on behalf of themselves and each Settlement Class Member), by and through their counsel of record in the Litigation; (ii) Defendant Aenza S.A.A., formerly known as Graña y Montero S.A.A. (“Aenza”); and (iii) Monica Miloslavich Hart (collectively with Plaintiffs and Aenza, the “Parties”), by and through their counsel of record in the Litigation, and amends the Stipulation and First Amendment.¹ This Second Amendment is intended to modify the third Sentence of Paragraph 2.2 of the Stipulation, as amended by the First Amendment, and nothing else. All other paragraphs and provisions in the Stipulation not expressly modified by this Second Amendment

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in the Stipulation.

shall continue to carry their full force and effect, including without limitation the recitations in sections II and III of the Stipulation.

WHEREAS, the Parties previously entered into the Stipulation;

WHEREAS, in light of Aenza's financial difficulties, the Parties previously entered into the First Amendment;

WHEREAS, Aenza is continuing to experience financial difficulties;

WHEREAS, Aenza has informed Plaintiffs that it is unable to make the full payment due September 30, 2021, and has similarly informed other lenders that it is unable to make other debt payments due that same day;

WHEREAS, Aenza represents that it reasonably expects to be able to pay the remaining sums due under this Agreement by June 30, 2022 and further represents that, in the event Aenza raises additional funding by completing a spin-off of its construction business, a new bond issue, a new stock offering, or any similar major financing event ("Major Financing Event") prior to the June 30, 2022 deadline, Aenza shall pay the remainder of the Settlement Amount into the Escrow Account within 10 days after the closing of the Major Financing Event (and by no later than June 30, 2022); and

WHEREAS, Plaintiffs and Aenza, by and through their respective counsel, have engaged in arms-length negotiation to modify the due date and interest applicable to the above-referenced payment;

IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The third sentence of Paragraph 2.2 of Section IV of the Stipulation is hereby modified to read as follows:

A. “Aenza S.A.A. (“Aenza”), formerly known as Graña y Montero S.A.A., previously deposited on or about July 14, 2021 \$550,000 into the Escrow Account. Aenza shall further cause \$5,500,000 to be deposited within five (5) business days of the date of this Second Amendment, together with all accrued interest through such date, calculated at \$861,368.49. The remaining \$8,600,000 of the Settlement Amount will be deposited by Aenza into the Escrow Account by Aenza by June 30, 2022, plus interest paid by Aenza accruing at nine percent (9%) per annum on the unpaid balance starting from September 30, 2021 through the date of payment. For the avoidance of any doubt, all of Aenza’s payments, including the current payment of \$5,500,000 plus accrued interest, shall be non-refundable in the event that Plaintiffs terminate in accordance with Section 2.3 of the Stipulation.”

IN WITNESS WHEREOF, the parties hereto have caused the Second Amendment to be executed, by their duly authorized attorneys, as of October 1, 2021.

ROBBINS GELLER RUDMAN & DOWD LLP
SAMUEL H. RUDMAN
DAVID A. ROSENFELD
ALAN ELLMAN



DAVID A. ROSENFELD

58 South Service Road, Suite 200
Melville, NY 11747
Telephone: (631) 367-7100
(631) 367-1173 (fax)
srudman@rgrdlaw.com
drosenfeld@rgrdlaw.com
aellman@rgrdlaw.com

HOLZER & HOLZER, LLC
COREY D. HOLZER
MARSHALL DEES
1200 Ashwood Parkway, Suite 410
Atlanta, GA 30338
Telephone: (770) 392-0090
(770) 392-0029 (fax)
cholzer@holzerlaw.com

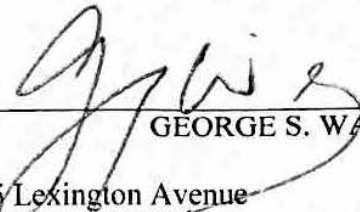
Lead Counsel for Plaintiffs

LAW OFFICES OF CURTIS V. TRINKO, LLP
CURTIS V. TRINKO
39 Sintsink Drive West, 1st Floor
Port Washington, NY 11050
Telephone: (516) 883-1437
ctrinko@trinko.com

Additional Counsel for Plaintiffs

SIMPSON THACHER & BARTLETT LLP

GEORGE S. WANG
ADRIENNE V. BAXLEY



GEORGE S. WANG

425 Lexington Avenue
New York, NY 10017
Telephone: (212) 455-2228
(212) 455-2502 (fax)
gwang@stblaw.com
adrienne.baxley@stblaw.com

*Counsel for Defendant Aenza S.A.A., (f/k/a Graña
y Montero S.A.A)*

WALDEN MACHT & HARAN LLP

Derek A. Cohen

DEREK A. COHEN

250 Vesey Street
27th Floor
New York, NY 10281
Telephone: (215) 461-2927
(212) 335-2040 (fax)
derek.cohen@wmhlaw.com

Counsel for Defendant Monica Miloslavich Hart

SIMPSON THACHER & BARTLETT LLP

GEORGE S. WANG
ADRIENNE V. BAXLEY

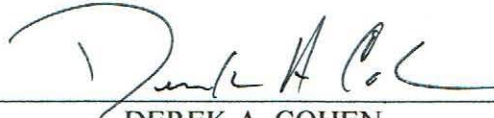
GEORGE S. WANG

425 Lexington Avenue
New York, NY 10017
Telephone: (212) 455-2228
(212) 455-2502 (fax)
gwang@stblaw.com
adrienne.baxley@stblaw.com

*Counsel for Defendant Aenza S.A.A., (f/k/a Graña
y Montero S.A.A)*

WALDEN MACHT & HARAN LLP

Derek A. Cohen

A handwritten signature in black ink, appearing to read 'Derek A. Cohen', is written over a horizontal line.

DEREK A. COHEN

250 Vesey Street
27th Floor
New York, NY 10281
Telephone: (215) 461-2927
(212) 335-2040 (fax)
derek.cohen@wmhlaw.com

Counsel for Defendant Monica Miloslavich Hart